

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

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|-------------------------------|---|--------------------------------|
| SAMUEL D. ENGLE, JR., |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | Civil Action No. 3:14CV456–HEH |
| |) | |
| ERIC H. HOLDER, JR., |) | |
| ATTORNEY GENERAL, UNITED |) | |
| STATES DEPARTMENT OF JUSTICE, |) | |
| |) | |
| Defendant. |) | |

MEMORANDUM OPINION
(Granting Defendant’s Partial Motion to Dismiss)

This is an action seeking damages for employment discrimination. Plaintiff Samuel D. Engle, Jr. (“Plaintiff”), proceeding *pro se*, is a correctional officer employed by the Federal Bureau of Prisons and assigned to the Federal Correctional Complex at Petersburg, Virginia. Plaintiff’s Complaint is based on the failure of the Bureau of Prisons (“BOP”) to select him for a supervisory position. He contends that his non-selection was a result of racial discrimination. (Compl. at ¶¶ 13–15, ECF No. 1.) Following favorable action by the Equal Employment Opportunity Commission (“EEOC”), Plaintiff filed the immediate Complaint seeking \$300,000 for compensatory and punitive damages. (*Id.*) The Complaint alleges claims for violation of Title VII of the Civil Rights Act of 1964 and breach of contract.

The matter is presently before the Court on the Defendant’s Partial Motion to Dismiss Count Two which claims that the BOP breached the Master Agreement, which

controlled the promotional process. The Master Agreement is a contract between the Council of Prison Locals, American Federation of Government Employees, and the United States Department of Justice, along with the BOP, a subordinate agency. (Compl., Ex. 1, thereto.)

The United States contends that this Court lacks subject matter jurisdiction over Plaintiff's breach of contract claim because it seeks damages in excess of the court's jurisdictional limit of \$10,000. Federal courts possess only those powers authorized by the Constitution or conferred by statute. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994).

The United States is correct that federal district courts possess limited jurisdiction over monetary claims against the United States for breach of contract. Title 28 U.S.C. § 1346 grants federal district courts original jurisdiction, concurrent with the United States Court of Federal Claims, over civil actions seeking \$10,000 or less in damages. *See* 28 U.S.C. § 1346. However, jurisdiction over breach of contract claims against the United States which exceed \$10,000 is vested exclusively in the United States Court of Federal Claims. *See* 28 U.S.C. §§ 1346(a)(2) and 1491; *see also Carefirst of Md., Inc. v. Carefirst Urgent Care Ctr., LLC*, 305 F.3d 253, 258 (4th Cir. 2002); *E. Enters. v. Apfel*, 524 U.S. 498, 520 (1998).

In the case at hand, Plaintiff seeks monetary damages in excess of \$300,000, clearly beyond the \$10,000 jurisdictional limit of this Court. Accordingly, Plaintiff's breach of contract claim must be dismissed for lack of subject matter jurisdiction.

This Court will decline to exercise its authority to transfer Plaintiff's breach of contract claim to the Federal Court of Claims under 28 U.S.C. § 1631. This Court has subject matter jurisdiction over Plaintiff's core claim (Count One) under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2000e-17. If Plaintiff prevails on that claim, he can obtain essentially all of the relief sought in this lawsuit. Second, Plaintiff has failed to identify any waiver of sovereign immunity by the United States with respect to the contract claim. *Welch v. United States*, 409 F.3d 646, 650-51 (4th Cir. 2005).

Since this Court is without subject matter jurisdiction to adjudicate Plaintiff's claim of breach of contract in Count Two, it will be dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(b).

An appropriate Order will accompany this Memorandum Opinion.



/s/

Henry E. Hudson
United States District Judge

Date: Oct. 22, 2014
Richmond, Virginia